

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

RANDY LUNDY,

Plaintiff,

v.

HL MOTOR GROUP, INC., HIGHLIGHT
MOTOR FREIGHT USA, INC., OLD
REPUBLIC INSURANCE COMPANY,
AND OGNJEN MILANOVIC,

Defendants.

Case No.: CIV-22-699-F

FARMERS MUTUAL FIRE INSURANCE
COMPANY OF OKARCHE,

Plaintiff,

v.

HL MOTOR GROUP, INC. and OGNJEN
MILANOVIC,

Defendants.

Case No.: CIV-22-752-F

JOINT STATUS REPORT AND DISCOVERY PLAN

Date of Conference:

December 1, 2022

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Jury Trial Demanded X - Non-Jury Trial ☐

1. **BRIEF PRELIMINARY STATEMENT.** State briefly and in ordinary language the facts and positions of the parties to inform the judge of the general nature of the case.

Plaintiff, Farmers Mutual Fire Insurance Company of Okarche (“FMFICO”):

On August 8, 2020, the Defendant, Ognjen Milanovic (“Milanovic”) drove a semi, owned by the Defendant, HL Motor Group (“HL”) on the Kilpatrick Turnpike in Canadian County, Oklahoma, within the scope and course of his employment with HL. While driving in a southerly direction on the Kilpatrick Turnpike, he negligently drove his truck off the highway. Milanovic slammed into a home owned by Earlene Carr in Yukon, Oklahoma.

At the time of the collision described above, Ms. Carr was insured under a policy of homeowners insurance issued by FMFICO. FMFICO has made payments to Ms. Carr under the policy in the amount of \$137,472.83. FMFICO is entitled to recover these insurance proceeds paid to and on behalf of Ms. Carr under the policy from Milanovic and HL by way of subrogation.

Plaintiff, Randy Lundy (“Lundy”): Lundy adopts FMFICO’s recitation of facts. The truck driven by Milanovic also slammed into a home owned by Lundy which was a residential rental property. Lundy’s property damage is, at least, \$157,128.21. In addition, Lundy asserts loss of income of, at least, \$28,850.00. Lundy reserves the right to identify additional damages as discovery progresses and pursuant to the Court’s Scheduling Order.

Defendants:

Defendants agree that, on August 8, 2020, Defendant, Ognjen Milanovic, while in the course and scope of his employment with Defendant, HL Motor Group, was operating a tractor/trailer semi-truck that drove off the Kilpatrick Turnpike and collided with structures resulting in property damage. Defendants contend that Mr. Milanovic lost consciousness as the result of an unforeseeable sudden medical emergency leaving him unable to operate and control his vehicle his vehicle.

2. **JURISDICTION**. State the basis on which the jurisdiction of the Court is invoked and any presently known objections.

This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332. There is complete diversity between the parties and the amount in controversy exceeds \$75,000.00.

3. **STIPULATED FACTS**. List stipulations as to all facts that are not disputed, including jurisdictional facts.

- (1) HL is an interstate motor carrier based in Ontario, Canada.
- (2) Milanovic was at all relevant times a citizen of Ontario, Canada.
- (3) At all relevant times, Milanovic was employed by HL throughout the United States, including Oklahoma.
- (4) FMFICO is an Oklahoma insurance company domiciled in the state of Oklahoma and maintains its principal place of business in Okarche, Canadian County, Oklahoma.

(5) Lundy is a citizen of the state of Oklahoma.

(6) The amount in controversy is pled to exceed \$75,000.00.

4. **CONTENTIONS AND CLAIMS FOR DAMAGES OR OTHER RELIEF SOUGHT.**

a. Plaintiff, Randy Lundy: Lundy's property damage is, at least, \$157,128.21. In addition, Lundy asserts loss of income of, at least, \$28,850.00. Lundy reserves the right to identify additional damages as discovery progresses and pursuant to the Court's Scheduling Order. Lundy seeks recovery of his fees and costs incurred in bringing and prosecuting the action.

b. Plaintiff, FMFICO:

FMFICO seeks recovery of \$137,472.83 from Defendants, representing the amount it properly paid to its insured, Earlene Carr, pursuant to her homeowners claim under her homeowners policy issued by FMFICO. FMFICO also seeks the recovery of its fees and costs incurred in prosecuting the present lawsuit.

b. Defendants: No claim for relief is sought by defendants.

5. **APPLICABILITY OF FED. R. CIV. P. 5.1 AND COMPLIANCE.**

Do any of the claims or defenses draw into question the constitutionality of a federal or state statute where notice is required under 28 U.S.C. § 2403 or Fed. R. Civ. P. 5.1?

☐ Yes ☒ No

6. **MOTIONS PENDING AND/OR ANTICIPATED** (include date of filing, relief requested, and date responsive brief to be filed).

Plaintiffs Lundy and FMFICO have not yet determined what motions, if any, it/they may file. However, both Plaintiffs anticipate the possibility it/they may file a dispositive motion regarding Defendants' liability.

Defendants have not yet determined what motions, if any, they may file. However, defendants anticipate the possibility of filing a dispositive motion regarding liability.

7. **COMPLIANCE WITH RULE 26(a)(1).** Have the initial disclosures required by Fed. R. Civ. P. 26(a)(1) been made? ☒ Yes ☐ No

If “no,” by what date will they be made?

8. **PLAN FOR DISCOVERY.**

A. The discovery planning conference (Fed. R. Civ. P. 26(f)) was held on November 29, 2022.

B. The parties anticipate that discovery should be completed within six (6) months.

C. In the event ADR is ordered or agreed to, what is the minimum amount of time necessary to complete necessary discovery prior to the ADR session?

Four (4) months.

D. Have the parties discussed issues relating to disclosure or discovery of electronically stored information, including the form or forms in which it should be produced, pursuant to Fed. R. Civ. P. 26(f)(3)(C)?

☒ Yes ☐ No

E. Have the parties discussed issues relating to claims of privilege or of protection as trial-preparation material pursuant to Fed. R. Civ. P. 26(f)(3)(D)?

☒ Yes ☐ No

To the extent the parties have made any agreements pursuant to Fed. R. Civ. P. 26(f)(3)(D) and Fed. R. Civ. P. 502(e) regarding a procedure to assert claims of privilege/protection after production and are requesting that the court include such agreement in an order, please set forth the agreement in detail below and submit a proposed order adopting the same.

No request is being made of the Court on this subject at this time.

F. Identify any other discovery issues which should be addressed at the scheduling conference, including any subjects of discovery, limitations on discovery, protective orders needed, or other elements (Fed. R. Civ. P. 26(f)) which should be included in a particularized discovery plan.

None at this time.

9. **ESTIMATED TRIAL TIME:** The parties anticipate that total trial time will be 2-3 Days.
10. **BIFURCATION REQUESTED:** ☐ Yes **X** No
- Plaintiff, FMFICO, does not request bifurcation at this time.
Plaintiff Lundy reserves the right to seek bifurcation.
11. **POSSIBILITY OF SETTLEMENT:** ☐ Good **X** Fair ☐ Poor
12. **SETTLEMENT AND ADR PROCEDURES:**
- A. Compliance with LCvR 16.1(a)(1) - ADR discussion: **X** Yes ☐ No
- B. The parties request that this case be referred to the following ADR process:
- ☐ Court-Ordered Mediation subject to LCvR 16.3
☐ Judicial Settlement Conference
X Other – The parties agree to the scheduling of a Judicial Settlement Conference or a voluntary, private mediation, when all parties believe it may be beneficial.
- ☐ None - the parties do not request ADR at this time.
13. **Parties consent to trial by Magistrate Judge?** ☐ Yes **X** No
14. **Type of Scheduling Order Requested.** **X** Standard - ☐ Specialized (If a specialized scheduling order is requested, counsel should include a statement of reasons and proposal.)

Submitted this 29th day of November, 2022.

/s/ Rodney D. Stewart
(Signed with permission of filing attorney)
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